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BLACK REPUBLICAN

IMPOSTURE EXPOSED!

FRAUD UPON THE PEOPLE.

FREMONT AND HIS SPECULATIONS.

How he employed public money to buy a large estate.

How he employed public money to buy breeding cattle to stock it with.

How he stood for some years as a defaulter for the same upon the books
of the Government.

How he sold the Government its own beef cattle to pay the balance due
to itself.

WASHINGTON :
PRINTED AT POLKINHORN'S STEAM JOB OFFICE.

1856.

GOVERNOR FREMONT'S FINANCIAL OPERATIONS.

We have, in a previous number, examined the accounts of Col. Fremont as a disbursing officer, and established the charge of extravagance and want of care and judgment in his management of the public accounts.

We shall next take up the pecuniary obligations incurred by him whilst contending for the appointment of Governor of California, against the order of the President, conferring that authority upon General Kearney. For this usurpation of office, and insubordination as a soldier, he was tried and broke by court-martial.

The obligations incurred by Col. Fremont on behalf of the United States, during the brief term for which he claimed to hold the office of Governor, consist of three principal items.

THE HUTTMAN DRAFTS.

[From the Washington Union.]

On the 18th March, 1847, "Governor" Fremont borrowed of F. Huttman fifteen thousand dollars, and gave him four drafts for \$6,000, \$5,000, \$4,000, and \$4,500, (*the latter for premium*), making an aggregate of \$19,500. The drafts were drawn on the *Secretary of State*, and were protested for non-acceptance, as the "Governor" had no authority to draw upon the department. Nothing now was said about the non-payment of the drafts until the 18th August, 1848, when "Governor" Fremont, being then in Washington city, transmitted his accounts for disbursements in California during the years 1847 and 1848. In his general account, he charged himself with moneys received by him from Purser Speiden and Captain Gillespie of the marine corps, amounting to..... \$23,199 40 And he claimed credit for disbursements and advances amounting to..... 42,861 15

Leaving a balance due him of..... \$19,661 75

The whole of the above balance was paid to him or his agent as follows: On the 7th September, 1848, \$9,056.07 was paid; on the 5th April, 1850, \$1,673.74 was paid, and the remainder of the balance, amounting to \$8,931.94, was placed to his credit as a *set-off to balances against him*.

Appended to the above account rendered by "Governor" Fremont, and settled as above stated, was the following note to which particular attention is called, as it affords *proof positive* that "Governor" Fremont recognised an individual responsibility to Huttman for the amount of the drafts:

"In addition to the sums above credited, I drew *two* drafts on the State Department in 1847—one in favor of F. Huttman, a *Ciudad de los Angeles*, for \$19,000, (less the amount of 30 per cent. premium paid,) and the other for \$1,000, (less a premium of 25 per cent.) in favor of William Wolf's Knott; *which drafts having been protested and not recognised by the government, I don't consider them chargeable to my account.* J. C. FREMONT."

We italicise the *number* of the drafts, as the description therein given is inaccurate, and furnishes evidence of the *carelessness* of a disbursing officer of the government, which has heretofore been held to be reprehensible. The amount drawn in favor of Huttman is stated by him to be *nineteen thousand dollars, in one draft*. There was only one transaction with Huttman—namely, for four drafts, amounting, in the aggregate, to nineteen thousand five hundred dollars. The original drafts are on file in the department, subject to the examination of searchers after truth. From the 21st of March to the 6th of October, 1847, "Governor" Fremont disbursed to Major Redding and others the sum of \$14,696.12, which was allowed by the department as a *set-off* to the Huttman drafts: though, on the

other hand, over and above the amounts paid "Governor" Fremont on settlement in 1848, the following debits were charged to him :

In the 2d Auditor's Office (moneys received).....	\$731 85
3d.....do.....do.....do.....do.....do.....	810 00
4th.....do.....money received from Major A. G. Gilles- pie (military contributions).....	4,846 00
	<hr/> \$6,387 85

In 1852, "Governor" Fremont went to England, and was arrested on a writ from her Britannic Majesty's Court of Exchequer, at the suit of A. Gibbs & Son, of London, (the assignees of F. Huttman,) on the four several bills of exchange or drafts above spoken of. As soon as the news of his arrest reached Washington, a bill was introduced in Congress for his relief. The claim was laid, in the name of F. Huttman, before a board of army officers, composed of Brev. Col. Smith, 2d artillery, Maj. Lec, commissary department, and Lt. Col. Thomas, quartermaster's department, who were appointed by a special act of Congress to examine into *California claims*. The board recommended payment of the claim in the following words :

"The board is of opinion that the claim is just, and recommends it to the favorable consideration of Congress."

The grounds of the opinion so reported were not set forth. It was not stated whether the claim of Huttman was *just*, simply because *he was the holder of the drafts of an accredited officer of the government, or because the money was*, in the opinion of the board, *due from the United States to "Governor" Fremont*. The board did not have before it the accounts of "Governor" Fremont or others, or *other evidence which was and is in the departments*, having a bearing upon Huttman's or other claims presented to it—the reasons of which are set forth as follows, in the letter transmitting the report to Congress :

"The *very limited* powers conferred upon the board by Congress *restricted it in the examination of the claims presented to simply receiving such explanations and testimony as might be offered by the claimants, or their agents or assigns, and not to seek the same from any other than official sources, such as the records of the Treasury and other departments of the government might furnish.*"

From the above report it will be seen that the board had no authority, under the act of Congress, to go into the departments for evidence.

When the report was made to Congress it was supposed that the amount proposed by the bill would not exceed \$19,500, the amount of the drafts. The bill passed ordering the money to be paid, without leaving any discretion with the Secretary of the Treasury, except that he should be satisfied that the amount obtained on the drafts had been expended for the benefit of the public service.

The facts were "that it *had been expended for the public service*," and, further, that *long prior* to the passage of the appropriation bill he (Fremont) had drawn the money from the treasury ; and it was his duty to have paid the debt to Huttman, as it had *become an individual debt on the part of Fremont the moment he drew the money from the treasury*, and consequently not a debt due by the United States.

In carrying out the provisions of the act, the proper officer of the Treasury Department reported, July 7, 1853, to the Secretary, after enumerating the facts, as follows :

"Thus it appears—

"1st. That, in a *liberal sense*, the proceeds of the drafts referred to were expended for the benefit of the public service.

"2d. That the amount of said expenditure *has been refunded to and settled with* Col. Fremont.

"3d. That Col. Fremont is, over and above, and on other accounts, *now indebted* on the books in the sum of \$6,337.85, to which is to be added, if the *present payment is made*, the amount of said drafts less the premium of \$4,500—say \$15,000—making an aggregate indebtedness of \$21,337.85."

On the 9th of July, 1853, the Secretary of the Treasury, having no discretion, ordered payment to be made to A. Gibbs & Son, on the four drafts, under the act passed March 3, 1853—Statutes at large, vol. 10, pp 759 and 760. Under said act and order of the Secretary there was paid to the plaintiffs the sum of FORTY-EIGHT THOUSAND EIGHT HUNDRED AND FORTY-THREE DOLLARS and THIRTY-THREE CENTS.

To this large amount the drafts had swelled in reaching a judgment in the English courts. After the payment above made, the Secretary directed that the sum of fifteen thousand dollars should be charged to Fremont, with interest from the date of his settlement in 1848, and that he should be called on to settle this and *other balances* against him. The balances, however, stood against the "Governor" until July 29, 1854, when his cele-

brated bill for BEEF furnished to the Indians in California (not one pound of which, save the entrails, horns, hides, and hoofs, was ever issued to the Indians, as can be proven by thousands of miners who purchased it at from twenty-five to fifty cents a pound, and also by the affidavits forwarded to the Indian Department by Lieut. Beale, of Brooks, and others who butchered and sold the beef) was passed.

The act (Statutes at Large, vol. 10, p. 804) appropriated \$242,036.25, from which was deducted by the Secretary of the Treasury the following amounts overdrawn and due by Col. Fremont, most of which had been standing against him for several years:

Balance due Second Auditor's office.....	\$771 85
Balance due Third Auditor's office, (Huttman's draft and interest)...	15,945 88
Balance due Fourth Auditor's office, received from Gillespie in 1847	4,846 00
	<u>\$21,563 73</u>

The act of March 3, 1853, provided for the payment of the debt due by Fremont, and "also for such necessary expenses as he, Fremont, may have incurred in defending the suit"—his own. Under that proviso, "Governor" Fremont presented a claim for expenses incurred for the sum of \$2,150.49, which was allowed and placed to the credit of a "balance" against him on the books of the Third Auditor, and there still remains a balance against him of 1,986.51.

By all the rules of equity and justice, "Governor" Fremont is indebted to the government on account of the Huttman drafts as follows:

Amount paid in England.....	\$48,843 33
Amount paid for expenses.....	2,150 49
Cr.....	50,993 82
By amount stopped out of beef account.....	15,945 88
Balance due, with interest from date of payment,.....	<u>\$35,047 94</u>

Shades of Galphin and Gardiner! where are ye gone? Come back and take lessons.

THE TEMPLE CASE.

On the 25th January, 1847, Col. Fremont, by virtue of his office as Governor of California, borrowed of Mr. John Temple, of Angeles, fifteen hundred dollars, according to the following specialties executed by him:

Received of Mr. John Temple the sum of fifteen hundred dollars in cash, for the use of the United States, for which sum I promise (in the name of the United States, as governor of California) to pay two per cent. per month until paid, said per centage being customary in this Territory.

J. C. FREMONT,
Gov. of California.

ANGELES, capital of California, Jan. 25, 1847.

We, the undersigned, merchants residing in California, certify that the customary price paid for the use of money in this Territory is two per cent per month, and frequently more.

TALBOT H. GREEN,
W. D. M. HOWARD,
ABEL STEARNS.

ANGELES, Upper California, Jan. 25, 1847.

This money was obtained for the service of the Cal. battalion, and expended accordingly.
\$1,500. J. C. FREMONT.

July 11, 1853.

I certify that I have compared the above signature with original signatures in this office, and to the best of my belief pronounce it to be genuine.

S. COOPER,
Adj. Gen'l.

ADJ. GEN'L'S OFFICE, Oct. 8, 1852.

This bill having been forwarded for acceptance and collection to Messrs. Curtis & Peabody, of Boston, they addressed letters of inquiry to the Secretary of War, and received the following reply:

WAR DEPARTMENT,
Washington, December 7, 1848.

GENTLEMEN: I have the honor to acknowledge the receipt of your letter of the 4th September and 30th ultimo, respecting the draft which you hold of J. C. Fremont, for the money borrowed by him in California. Mr. Fremont memorialized Congress on the subject of the liabilities he had incurred in California. But the bill in regard to them, which was introduced as stated in my letter to you of the 8th of August, did not become a law.

I am unable to say what further action may be expected, if any, at the present session. As no officer of this department is authorized to borrow money on the faith of the United States, the department cannot recognise any such contract. Mr. Fremont, individually, it is presumed, has received credit at the Treasury for all disbursements he thus made in the public service, whether from money received by him from the treasury or raised on his own account.

Very respectfully, your obedient servant,

W. L. MARCY,
Secretary of War.

MESSRS. CURTIS & PEABODY, Boston, Mass.

It will be observed that the Secretary of War says "that no officer of this Department is authorized to borrow money on the faith of the United States," and refuses to "recognise any such contract."

Upon an examination, the Board directs the sum of \$1,500, without the interest, to be charged to the account of Colonel Fremont.

Board for the examination of claims contracted in California under Lieut. Col. John C. Fremont.

[Opinion on the claim of John Temple. No. 1.]

Cash \$1,500.

On the additional testimony produced, the board deems the claim reasonable and just, including the interest, as stated, to the date at which Lieut. Col. Fremont settled his account at the Treasury, say the first of October, 1848: and accordingly recommends it to the favorable consideration of Congress: *Provided*, That, on the payment of the claim, the amount thereof, deducting the interest, be charged to Col. Fremont.

[Vote unanimous—see page 208, journal.]

C. F. SMITH, Col. U. S. Army,
President of the Board.

DECEMBER 3, 1853.

THE COT LOAN.

On the 4th February, 1847, Colonel Fremont borrowed of Jose Cot, merchant of Angeles, two thousand dollars, and, a short time subsequently, the further sum of one thousand dollars, for which he executed the following obligation:

[Translation.]

I, the undersigned, Governor of California, for the United States of North America, do acknowledge having received, from Don Antonio Jose Cot, merchant of this city, two thousand dollars in hard cash, which he has furnished this Government for the wants of the service; and, in the name of the Government of the United States, I bind myself to return said sum within the term of two months from this date, with the interest of three per cent. per month, or one hundred and twenty dollars.

But if, at the expiration of this period, I should see fit still to make use of said two thousand dollars, said Mr. Cot agrees that the interest shall run for four months longer at 2 per cent. for month, or one hundred and sixty dollars for the four months; and to the fulfilment of these stipulations I bind myself as Governor of California.

For \$2,000.

J. C. FREMONT,
Governor of California.

ANGELES, February 4, 1847.

I have likewise received from said Mr. Cot the sum of one thousand dollars on the terms expressed on the other side.

J. C. FREMONT, Governor of California.

ANGELES, February 20, 1847.

I have received from Sr. Fremont the sum of one hundred and eighty dollars for two months' interest on the three thousand dollars expressed in this obligation.

ANTONIO JOSE COT.

ANGELES, April 12, 1847.

The Board of Commissioners allowed the claim, with instructions to charge the principal sum to the account of Col. Fremont.

Board for the examination of claims contracted in California under Lieutenant Colonel John C. Fremont.

[Opinion on the claim of Antonia Jose Cot. No. 153.]

Cash, \$3,240.

The board deems the claim just, including the interest as stated for four months, and accordingly recommends it to the favorable consideration of Congress.

Provided, That, on the payment of the claim, the amount thereof, deducting the interest, be charged against Lieut. Col. Fremont.

[Vote unanimous—see journal, page 255.]

C. F. SMITH, Col. U. S. Army,
President of the Board.

JANUARY 26, 1854.

It will be observed that two thousand dollars of this money was borrowed on the 4th of February, and one thousand dollars a few days afterwards. The Temple loan, of \$1,500, was effected on the 25th January. Now observe: The biographer of Col. Fremont describes how, "by a judicious investment of about \$3,000, in 1847, he (Col. Fremont) had become the proprietor of one of the most valuable tracts of land in the world, the Mariposas;" and, in an abstract of the title to this valuable grant, he adds, "ON THE 10th OF FEBRUARY, 1847, Alvarado executed a deed of the property, as described in his own grant to Col. Fremont, 'with a general warranty of title.' THE CONSIDERATION STATED IN THE CONVEYANCE WAS 3,000!"

Col. Fremont was an officer without ostensible means, distant from home, engaged in a tedious campaign against a disaffected people. Two questions arise: 1. How did he get the money to pay for the valuable tract of land? 2. How did he apply the money obtained from Cot and Temple?*

We are aware that the advocates of Mr. Fremont will pretend great indignation, and protest against being required to account for the derivation or application of his private means. But we submit that the coincidence of his having received three thousand dollars on the credit of the United States and the payment of three thousand dollars for the valuable tract of land, is so remarkable that, in justice to Col. Fremont, his

*NOTE.—The debit items, \$1,500, \$3,000, and \$350, were advanced to Colonel Fremont in cash, for the use of the battalion of volunteers in California, by John Temple, on January 25th, 1847, and by Antonio Jose Cot, on February 4, 1847, and T. H. Green, on November 16, 1846.

These sums were recommended for allowance by the Army Board, and were afterwards paid to the parties making the advances from the Treasury of the United States, and charged to Colonel Fremont until he should satisfactorily show when and how he applied the same properly to the public service. This he has not yet done.—Sen. Ex. Doc., 1st session, 34th Congress, page 53.

friends should exonerate him from the imputation of having employed the public money for purposes of private speculation.

THE CONTRACT WITH CELIS.

On the 3rd March, 1847, Colonel Fremont, claiming to be Governor of California and legal agent of the Government of the United States, borrowed the sum of two thousand five hundred dollars from Eulojio de Celis, according to the following specialty:

Eight months after date, J. C. Fremont, Governor of California, and, thereby, the legal agent of the Government of the United States of North America, in consideration of the sum of two thousand five hundred dollars being borrowed, or advanced to me, for the benefit of the said Government of the United States, by Eulojio de Celis, hereby promise and oblige myself, in my fiduciary character as governor aforesaid, and my successors in office, to pay to said Eulojio de Celis, and his heirs, executors, administrators, and assigns, the aforesaid sum of two thousand five hundred dollars without defalcation. It is agreed and understood that if the aforesaid sum of two thousand five hundred dollars is not paid on or before maturity, it is to draw interest at the rate of two per cent. per month from the time it falls due. In testimony whereof, I have hereunto set my hand and have caused the seal of the Territory to be affixed, at the city de los Angeles, the capital of California, this 3d day of March, in the year 1847.

J. C. FREMONT,
Governor of California.

On the same date Colonel Fremont, in the same capacity, purchased of the same person a lot of beef cattle according to the following agreement:

A.

This article of agreement, made and entered into this third day of March, in the year 1847, by and between Eulojio de Celis, a resident of the City de Los Angeles, capital of Upper California, of the first part, and J. C. Fremont, Governor of California, and legal representative of the Government of the United States of North America, of the second part, witnesseth, that the said Eulojio de Celis has sold to J. C. Fremont, GOVERNOR of California aforesaid, a lot of six hundred head of cattle, of good merchantable kind, and suitable for beef, to be delivered to the commissary of the troops, under the immediate command of Governor Fremont, in number corresponding with the requisition of the commissary; and the said Governor Fremont binds himself and his successors in office to pay to said Eulojio de Celis, his heirs, executors, administrators, or assigns, at the expiration of eight months, the sum of six thousand dollars, without defalcation. It is expressly understood, between the above contracting parties, that if the said Eulojio de Celis fails to deliver good merchantable cattle, when required to do so by the commissary, the contract is to be considered null and void by the said Governor Fremont—he paying to Eulojio de Celis ten dollars per head for the number delivered; and it is further understood that the hides of the above cattle are to be delivered, on application, to the said Eulojio de Celis, to whom they belong by agreement.

In testimony of the above, the said parties have hereunto set their hands and affixed their seals, at the city de Los Angeles, the capitol of California, the day and year before written.

EULOJIO DE CELIS, [L. S.]
J. C. FREMONT, [L. S.]
Governor of California.

In acknowledgment that Celis has complied with this contract, Colonel Fremont executed the following receipt:

I do hereby certify that Don Eulojio de Celis has complied to the within obligation and contract on his part, by delivering the number of cattle as specified; and in payment thereof, I have this day executed to said Celis my note for the sum of six thousand nine hundred and seventy-five dollars, including the hides of the whole number of cattle.

J. C. FREMONT,
Lieut. Col. U. S. Army.

ANGELES, April 26, 1847.

In fulfilment of this transaction, Colonel Fremont executes this note as of the same date, as follows:

ANGELES, CALIFORNIA, April 26, 1847.

This is to certify that there is due, from the United States to Don Eulogio de Celis, the sum of six thousand nine hundred and seventy-five dollars, on account of *supplies furnished by him for subsisting United States' troops in service in this Territory, and under my command.* The above sum, for which this obligation is given, shall be subject to an interest of two per centum per month, after the expiration of eight months from the 18th April, 1847, until paid.—Rep. No. 817, page 16.

J. C. FREMONT,
Lieut. Col. U. S. Army.

On the 1st of May, 1847, appears the following receipts:

ANGELES, Mayo 1, de 1847.

Recibi de Don Eulogio de Celis cuatro cientos ochenta y un reses, par cuenta de Don J. C. Fremont, teniente-colonel del ejercito de los Estados Unidos, cuyo ganado existe en mi poder.

Son 481 reses.

ABEL STEARNS.

LOS ANGELES, June 18, 1847.

I certify the above to be a true copy of the original.

J. W. DAVIDSON,
Lieut. U. S. Army.

I have received from Don Eulogio de Celis four hundred and eighty-one head of cattle on account of Mr. J. C. Fremont, Lieutenant Colonel of the Army of the United States, which cattle exist in my possession.

481 head of cattle.

Certified as true.

ABEL STEARNS.

I have received from Don Eulogio de Celis one hundred and nineteen head of cattle, on account of Mr. J. C. Fremont, Lieutenant Colonel of the Army of the United States, and said cattle remain in my possession according to agreement.

ABEL STEARNS.

ANGELES, July 7, 1847.

We extract from the *Washington Union* the following just and pungent comments upon these transactions.

[*From the Washington Union.*]

* * * * *

This same document, at page 370, shows that Fremont bought, in March, 1847, six hundred head of cattle for six thousand dollars, of one Celis, of Los Angeles, at ten dollars a head, for which he gave an obligation, as Governor of California, for six thousand dollars, which he never paid, but which has since been discharged by Government under a special law. These cattle, as appears by said document, at pages 367-8, were delivered to one Stearns, who certified: "I hold these cattle by agreement, and for the term of three years; to return the same number and class at the end of the term, with one-half of increase, excepting such as may be lost, in any way whatever, and not for want of care on my part. *I consider the cattle as the private property of Lieutenant Colonel Fremont, not being instructed by him to the contrary.*" Colonel Mason, in his letter at page 362, shows that not one of these cattle was ever slaughtered or used for the United States, and that, at the date of the transaction, another officer was present having charge of the commissary department. It does not appear that Fremont has ever accounted for these cattle, or paid for them in any way whatever. Afterwards, when Beale became Indian superintendent, Fremont furnished cattle for Indian supplies at some *sixty dollars per head*, for which he has been fully paid by special act of Congress. From the papers heretofore presented to the Indian Office, we understand that there is ample evidence to prove that, through Beale, Fremont sold these very Celis cattle, or many of them, to the Government for Indian beef, and received for them about *six times* as much as they originally cost. From these extraordinary financial performances, we can well understand how those men who are bankrupt themselves, and who have contributed to bankrupt their States, and would bankrupt Uncle Sam if they could, were so enthusiastic in cheering for Fremont.

If elected, could he well deny his leading supporters privileges at money-making corresponding with those formerly enjoyed by himself? If they should follow the precedents set by him, would not the speculations prove splendid? It is certainly natural that such prospects should rejuvenate the dilapidated, and inspirit the decayed politician to the greatest possible exertions. Fremont was mainly nominated by this class. What will those who sustain themselves by honest industry say to the Mariposa and cattle speculations? Will they give either their approval?

But the long recognized tests of official fitness are repudiated and rejected by the friends of Colonel Fremont. If he is charged with being a Roman Catholic, the whole brood of Republican organs rush to his defence, and crowd their columns with affidavits, certificates, and editorials to relieve him of what they seem to regard as a horrible crime! If he is charged with being the owner of slaves, all Black Republicanism is shocked at the enormity of the injustice, and is prompt to repel the libellous imputation! But when official records are produced, tending to excite suspicion as to Colonel Fremont's integrity and fidelity in the discharge of his official duties, while acting in a fiduciary character in California; when those official documents raise the presumption that he used the credit attaching to his official position to borrow money for his individual speculations; when they make out a *prima facie* case of buying property ostensibly for the use of the Government, when, in fact, the purchase was for his individual benefit; when they show that hundreds of thousands of dollars claimed from the Government upon the strength of his official certificates have been rejected by the accounting officers of the Government for illegality; when such charges as these, based upon authentic public documents, are brought forward, and the friends of Fremont are asked to explain these transactions, and thus vindicate his character for honesty, fidelity, and capacity, the only answer given is, that *Colonel Fremont will dignify no libel by a personal contradiction, but commit his character to the generous appreciation and clear discernment of the American people.*

Is it possible that Colonel Fremont has so little care about his reputation, or labors under the delusion that his character is so far above assault that for more than five years he has allowed charges so grave to remain on the public records and in the public archives, without a word of explanation; and now, when they are brought to his attention, does he presume to meet them by throwing himself on his dignity, and trusting to the generous appreciation of the people? It was not in this way that he met the insinuation of Mr. Clay in the Senate when he understood his personal character to be impeached. It was not by dignified silence that he allowed Mr. Foote to indulge in personal reflections in the Senate. But now, when he is presented as a candidate for the most elevated and responsible position in the Government, and when charges, resting upon official documents, are made, which, if true, are wholly irreconcilable with integrity, fidelity, or capacity, the only response made is that *Colonel Fremont trusts to the generous appreciation and clear discernment of the American people.* We know that the American people are generous, and that they have a clear discernment, but at the same time they regard no man as so elevated by a mere nomination for the Presidency as to be placed beyond the test to which all applicants for their suffrages are subjected. When they see Colonel Fremont nervously sensitive about being suspected of Roman Catholicism and of being the owner of slaves, they will have "clear discernment" enough to conclude that his refusal to repel charges that really involve an impeachment of his character for honesty and fidelity, is a virtual confession that they are well founded.

PUBLIC PROPERTY TAKEN FOR PRIVATE USE.

We come now to the full *dénouement* of this matter. Fremont left California in June, 1847; nothing was heard of the cattle by the commissary nor by Colonel Mason, until application was made by the holder of the agreement to know whether the amount would be paid at maturity. This elicited an inquiry into the character of the transaction. Colonel J. D. Stephenson addressed two letters to Abel Stearns, the recipient of the cattle, inquiring how he held them and to whom they belonged. The following are his answers:

No. 7.

ANGELES, August 20, 1845.

DEAR SIR—In reply to your official letter of yesterday I would observe that I hold in my possession six hundred head of cattle, (the major part of them breeding cows,) received from Don Eulogio de Celis, on account of Lieutenant Colonel J. C. Fremont. I hold these cattle by agreement, and for the term of three years, to return the same number and class at the term, with one-half the increase, excepting such as may be lost in

any way whatever, and not for want of care on my part. I consider the cattle as the private property of Colonel J. C. Fremont, not being instructed by him to the contrary.

I have the honor to be, &c.

ABEL STEARNS.

COL. J. D. STEPHENSON, *Commanding Southern Military District, California.*

No. 10.

ANGELES, September 20, 1847.

SIR: I have the honor to acknowledge the receipt of your official note of the 17th instant, with an extract from an official letter to you from W. S. Sherman, Acting Assistant Adjutant General, requiring from me further information relative to a contract by which I hold a certain lot of cattle received from Don E. Celis, for account of Lieutenant Colonel J. C. Fremont, and whether I have a written contract or a verbal one; if the latter, to furnish you with the evidence to prove my right to the trust. In answer to which I have to observe that I hold the cattle by verbal contract; witness to the same, Mr. Samuel Hensly Captain in the late California battalion, to whom I refer you particularly. He resides near Nueva Helvetia; also, to Midshipman John K. Wilson, and Lieutenant A. H. Gillespie, United States Marines. Both, I think, were present and knowing to the contract. As the above gentlemen are not here, I cannot furnish you with their certificates relative to the contract.

Very respectfully,

ABEL STEARNS.

TO COL. J. D. STEPHENSON, *Commanding Southern Military District, California.*

Can there be any rational doubt on the perusal of the above official papers, that Fremont intended to make a speculation for his own benefit? The fact that on the 26th of April, 1847, he executed the obligation marked No. 2, in which the sum of \$975 is added to the price agreed to be paid, being a compensation for the hides of the cattle, and this, too, before a solitary cow had been delivered, shows that it was not then the intention of Fremont that the cattle should be used for the army. It shows that the idea of leasing out the cattle on shares was not merely an after-thought but a part of his original design. But why resort to such inferences when we have the damning fact that instead of cattle "suitable for beef," as named in the original contract, "breeding cows" were delivered, and that, too, with the evident concurrence of Fremont in the fraud.

We need do no more than add the letter of Colonel Mason which was sent to the War Department, accompanied by the foregoing documents. It is unnecessary to add that, at the time this information was sent, Colonel Mason, being Governor of California, was the proper person to make a report of such conduct. It arrived at Washington city after the court martial on Colonel Fremont had commenced its sittings. It is impossible to read this letter and the collateral proof without coming to the conclusion that Colonel Fremont was guilty of a deliberate attempt to defraud the Government which he represented.

HEADQUARTERS, TENTH MILITARY DEPARTMENT,
Monterey, California, October 9, 1847.

SIR—I have the honor herewith to enclose to you the papers relating to a certain contract entered into on the 3d day of March, 1847, by Lieutenant Colonel Fremont, mounted rifleman, with a Don Euliojio de Celis, a resident of Cuidad de los Angeles, California. The paper marked A is a copy of this contract, with Lieutenant Colonel Fremont's certificate bearing date April 26, 1847, that the contract had been complied with on the part of Don Euliojio de Celis, and that he, Fremont, had executed to him in payment a note for the sum of six thousand nine hundred and seventy-five dollars.

Lieutenant Colonel Fremont left California in the month of June, 1847, giving no notice to General Kearney or myself of the existence of such a contract, or that he pledged the faith of his Government for the redemption of it by the payment of \$6,975. Nor had I the least idea of this obligation, until applied to by Colonel Stevenson, whether I would recognize the contract, and redeem the bond at maturity. This letter was accompanied by others, which show that, in fact, notwithstanding the certificate of Lieutenant Colonel Fremont, Mr. Celis never delivered to the commissary of the California battalion one single head of beef cattle under this contract, and that not one of these six hundred head of cattle was slaughtered for the use of that battalion; but, on the contrary that they have been delivered to a Mr. Stearns, of Los Angeles, in two parcels; one of four hundred and eighty-one, on the first day of May, and another of one hundred and nineteen, on the sixth day of July, 1847, both of which dates are subsequent to the discharge of the California battalion commanded by Lieutenant Colonel J. C. Fremont. There is no doubt that these cattle are the same six hundred contracted for by Lieutenant Fremont on the 3d of March, 1847. Mr. Celis stated it positively in the letter marked D; and the re-

ceipts for them by Stearns, marked B and F especially state that he (Stearns) receipts for them in the name and order of Lieutenant Colonel Fremont.

These deliveries occurred at a time when a garrison was stationed at Los Angeles, with a commissioned agent of the commissary department of the army, Lieutenant Davidson, to take charge of subsistence stores intended for public use; yet these cattle, furnished by a formal contract, are delivered to a private individual upon a special agreement (as he Stearns, says) to breed on shares for a term of three years. I have endeavored to procure from Mr. Stearns a copy of the agreement he has made with Lieutenant Colonel Fremont to take care of these cattle, but his letters (marked 7 and 10) positively assert that he regards those cattle as the private property of Lieutenant Colonel Fremont, but that the agreement by which he holds them is a verbal one, witnessed by a Mr. Hensly and Lieutenant Gillespie of the United States Navy. Thus stand the facts, and I am applied to to know whether payment will be made upon the paper marked 2, which is a certificate that the sum of \$6,975 is due to Mr. Celis for supplies furnished the California battalion, which supplies are clearly and plainly the lot of six hundred breeding cows now in the hands of a private individual, not one of which has been used for public purposes. This note becomes due on the 18th day of December, 1847, and bears an interest of twenty-four per centum per annum, after that date.

In connection with this subject, I call your attention to the paper marked 3, wherein Lieutenant Colonel Fremont has bound himself and future Governors of California to pay the sum of \$2,500 at the expiration of eight months after the date of March 3, 1847, or in default thereof, that the note shall bear an interest of twenty-four per cent. per annum; this, too, when the acting assistant quartermaster at Monterey had been more than a month in the country, with a supply of money applicable to the proper expenses of the army in California.

Mr. Celis states that it was partly to secure this loan of money that Lieutenant Colonel Fremont made with him the liberal bargain for cattle, which the price is about forty per cent. higher than the market price at the time. Both of these notes are soon due, and Mr. Celis is going to make application for payment, as he claims to have fulfilled his part of a contract, for the redemption of which the good faith of the Government of the United States is pledged by an officer thereof; but the whole transaction, as shown by the accompanying papers, appears to me of such a character that I shall not order payment of the money to Mr. Celis, but refer all the papers to the department, for such action as they may consider proper in the case. I have the honor to be &c.

R. B. MASON, *Colonel 1st Dragoons Commanding.*

To GEN. R. JONES, Washington City.

HEADQUARTERS 10th MILITARY DEPARTMENT,
MONTEREY, CALA., June 21, 1847.

A claim has to-day been presented to me against the United States, of so extraordinary a nature that I deem it proper to send it to you for the information of the Department.

You will perceive that it is for money borrowed at an enormous rate of interest by Lieutenant Colonel Fremont from one Antonio Jose Cot, and, too, in the official (character) of "governor" of California, when he knew that General Kearney, his superior and commanding officer, was here in the country.

In the same manner, the Lieutenant Colonel gave orders and caused the collector of customs at San Pedro to receive in payment of custom-house dues a large amount—say about one thousand seven hundred dollars—of depreciated paper signed by individuals in no way responsible to the government.

The object I now have in view is the request that Lieutenant Colonel Fremont may be required to refund immediately the seventeen hundred dollars that the treasury of California has thus lost by his illegal order.

I am, &c.,

R. B. MASON,
Col. 1st Dragoons commanding.

To Brig. General R. JONES,
Adj. Gen. U. S. Army, Washington city.

Translation of the original obligation given by Fremont to Cot, and now on file in the Department.

ANGELES, February 4, 1847,

I, the undersigned *governor* of California for the United States of North America, acknowledge that I have received from Don Antonio Jose Cot, merchant of this city, two thousand dollars in hard cash, which he has furnished this government for the public service. And I bind myself, in the name of the United States Government, to return the said sum within the term of two months from this date, paying for interest three per cent. per month, or one hundred and twenty dollars. But if, at the expiration of this term, the

government should see fit still to make use of these two thousand dollars, Mr. Cotagrees that the interest shall run for four months longer at two per cent. per month, or of one hundred and sixty dollars for four months. And for the fulfilment of what has been stipulated, I bind myself, as *governor* of California.

For \$2,000.

J. C. FREMONT.

ANGELES, February 10, 1848.

I have furthermore received from the said Mr. Cot the sum of one thousand dollars in the terms expressed above.

For \$1,000

J. C. FREMONT.

THE FRAUD UPON THE PEOPLE PROVEN.

The word Governor is italicized by us, and needs no further comment. From the first invasion of California by the American troops, a large portion of the leading citizens of California, among whom I may mention Don Pedro C. Corrillo, Don Jose Corrillo, Pedrorena, Cot, and Celis, welcomed our troops with open arms, and willingly furnished material aid in establishing the supremacy of our flag in the El Dorado of the West. In consequence of their sympathy in our success, *any one professing* to be the agents of our Government, could have obtained the last dollar that any of those gentlemen possessed; hence the facility by which "our Governor" was enabled to borrow this and other sums from other individuals.

The claim of Don Cot was not allowed by the Treasury Department, and it was presented to the army board, organized under the 6th section of the appropriation act passed August, 1852, who, on the 26th of January, 1854, recommended the allowance in full, with two hundred and forty dollars additional for four months' interest at two per cent. per month. Congress having made the necessary appropriations, the claim was allowed by the accounting officers of the Treasury on the 31st October, 1854, and was paid on a power of attorney from Cot to Corcoran & Riggs, into whose hands the claim had passed.

The board was induced to allow the claim, not on account of its legality, but from the fact that Don Cot loaned the money believing that it was for the use of the Government of the United States, and the board thought it unjust that he should be the victim of his own patriotism, though he must doubtless have suffered considerable loss in having it discounted. Colonel Fremont was called upon, but being *unwilling or unable* (or at least neglecting to do so) to show *how* the money *thus borrowed* by him *was applied to the service* of the Government, it was charged to him upon the books of the Department, and has remained wholly unaccounted for by him up to this time. On the 30th of January, 1856, a claim was allowed Colonel Fremont by the Secretary of the Treasury, and it was placed to his credit upon the before mentioned debt against him, which, being deducted, leave a balance of \$1,986 51 of the \$3,000 (and interest) still unaccounted for and standing against the "gallant" candidate for President on the books of the Department. It is more than probable that the story current in California will account for the *disbursement* of the money borrowed of Don Cot, which is, that it went to pay for the celebrated humbug "Mariposa claim," of, and about which, so much has been said and written the past four months.

[D.]

The undersigned certifies that the governor and commandant of this Territory, Mr. J. C. Fremont, finding himself short of resources for the support of the armed force which, under his command, co-operated toward the pacification of the country, solicited from various individuals a loan for the object indicated; and the undersigned having been requested, through the medium of Mr. Chas. Flugge, to furnish provisions and cash, the accompanying contract took place, the cash having been delivered immediately, without interest, for the term of eight months, and the cattle were to be delivered when they might be wanted; it being understood that the terms of payment should run on from the day of the contract, on account of the cattle being movable property which could not be consumed in two or three months, and, besides, was augmenting daily, it chiefly consisting of cows. It is likewise added that the contract was complied with on the part of the declarant to the satisfaction of the "*Governor*," who, not having time to consume said cattle on account of having received a superior order to deliver up the command and *disband the force*, he ordered said cattle to be delivered to Mr. Abel Stearns, as I understand, in the quality of a deposite, until the Government should dispose of them.

EULIOJO DE CELIS.

ANGELES, July 8, 1847.

Accompanying the above document are the letters and certificates of Col. J. D. Stevenson, colonel commanding the southern military district of California; Dr. S. C. Fos-

ter, at present Mayor of Los Angeles; J. M. Davidson, Lieutenant United States Army; A. J. Smith, lieutenant 1st dragoons; W. G. Sherman, 3d artillery, and a number of others, all tending to corroborate and establish the authenticity of the papers, which I omit on account of the space they would occupy. That there is evidence of intention on the part of the "Governor," or Lieutenant Colonel Fremont, to defraud the Government, must be clear to every unprejudiced person who reads the charges, and the opinion is strengthened when it is known that the charges were known to Colonel—no, "*Governor*" Fremont, and he has never made any effort to disprove them. Unless there was a consciousness of guilt, would not any individual, however humble, have made an effort to explain or disprove the charges. The only effort on the part of *Governor* Fremont, that I ever heard of, was threats, in Washington City, to kill Governor Mason in California, who, in laying the facts before the Department, was merely performing a duty which, as an officer of the Government, he was sworn to perform."

As "*Governor*" Fremont is the candidate for the office of President of the United States, his official acts are public property: if meritorious, they should be rewarded, and if discreditable they should be made public. I intend to furnish additional proofs of the skill of the "*Governor*" in financial affairs, though I fear they will only give him additional *clat* with his party, a leader of which (Ford, of Ohio), lately boasted in a speech that "in case of a division of the Union, Ohio would *steal* all the negroes in the South." That being a cardinal virtue with them, of course proof of fraud on the part of their candidate would only elevate him in their estimation.

At the date of the operations of Colonel Fremont, Brigadier General Kearney was the only recognised Governor of California—that is by the Departments at Washington.

Gen. Kearney arrested Col. Fremont in August; and he was arraigned before a court-martial, composed of the ablest officers of the United States army, on the 27th September, 1847, at Washington city, to answer the following charges: 1st. Mutiny—11 specifications. 2d. Disobedience of the lawful commands of his superior officers—7 specifications. 3d. Conduct to the prejudice of good order and military discipline—5 specifications. The court on the 31st of January, 1848, found Col. Fremont guilty on each of the charges, and *every one* of the specifications. On the 16th February, 1848, President Polk, in pursuance of the finding of the court-martial, dismissed Col. Fremont the service. The charges made by General Mason, the successor of Kearney, were received too late, or there would have been a *fourth* and a *fifth* charge, for fraud and peculation. A fitting subject for a President!

N. B.—By reference to Executive Documents, 1st session 31st Congress, 1849 and 1850, volume 5, Document No. 17, pages 329 and 330, and pages 363 to 373 inclusive, it will be seen that the charges contained in the above article were reported to the House of Representatives on the 21st January, 1850, by President Z. Taylor, in answer to a resolution of the House of the 31st December, 1849.

From the facts cited in connection with the financial operations of Col. Fremont, it would appear:

1. That he resisted the orders of the Federal Government, and usurped the office of Governor of California. That he employed that office to borrow money upon the credit of the United States. That simultaneously with the reception of a particular sum from that source, he purchased and paid a similar sum for valuable private property. That he had no ostensible means of his own. That he has never accounted for the money received from the United States.

2. That Colonel Fremont purchased a lot of cattle in the name and for the use of the United States. That he acknowledged the receipt of these cattle on the 26th May, 1847. That he then executed an obligation for the value of the cattle. That the cattle were not delivered by the contractor for two months *after Colonel Fremont had acknowledged their delivery*, and that then they were delivered to the agent of Colonel Fremont, to be kept for his own use, and for another purpose.

3. That whilst the Government paid for these cattle, Colonel Fremont never accounted for them, but kept them as his own. That he afterwards sold the Government a part of its own cattle to feed the Indians, but that the Indians got no part of the Government beef, except the offal, be-

cause the California miners finally eat the beef, and paid Colonel Fremont for it.

ANOTHER BEEF CONTRACT.

The following letter from E. W. Barbour, Commissioner of California Indians, will with the aid of a few italics, explain how Colonel Fremont paid off the balance of \$21,563.73, which had been standing for some years against him on the books of the Treasury Department.

Extract from a communication of the 5th January, 1852, from G. W. Barbour, commissioner for the Indians in California, to Hon. Luke Lea, Commissioner of Indian Affairs.

After separating with my colleagues, many proposals were made by different persons to supply the amount of beef, &c., necessary to carry out the treaties that had or might be made by me. *I invariably answered such propositions by an assurance that I had no direct authority to make such contracts.* On the 25th of May I received from Col. J. C. Fremont a letter, containing a proposition to supply beef, &c., a copy of which is herewith enclosed. After consulting with some of the officers in command of the escort, and reflecting on what had been done, and knowing as well as I did the necessity for something to be done to secure the peace of the country, and save not only the lives and property of the citizens, but the Indians from destruction, *I determined on the 28th of May to make a conditional contract with Fremont; but he having arrived in camp, I would make no contract with him until I had shown to him my letter of appointment, instructions, &c., assuring him at the time that I did not believe that I was authorised by my instructions to make such contracts; and that if made at all, they would not be paid until Congress passed upon them and provided a fund out of which they could be paid, besides the approval or rejection of such contracts by your department.* After examining those papers, he professed an entire willingness to "take the chances" under all the circumstances. I then addressed him a note, under date of the 28th of May, a copy of which I herewith enclose, concluding with him a conditional contract, as you will perceive; of all which I in due time informed your department.

Colonel Fremont in a few days started for Los Angeles, in the vicinity of which place he contemplated purchasing cattle to fulfil said contract. I afterwards met with him in Los Angeles in the last days of June or the first of July, and informed him that I had received a letter from Colonel McKee of the commissior, in which he stated that only the sum of \$25,000 had been appropriated for the object of our mission, and that your department had instructed the commissioners to make no further stipulations for feeding the Indians during the year 1851 in any treaties that we might make after the receipt of that letter. *He, Colonel, Fremont, then went on to furnish those tribes with whom treaties had already been concluded with beef only, to the amount of the drafts drawn by me on the Secretary of the Interior, (say \$183,825.)*

After the delivery of a portion of the beef, Colonel Fremont called upon me, and requested as a favor that I would draw on the Secretary of the Interior three several drafts—one for \$5,000, one for \$3,000, and one for \$2,000—to enable him to carry out his contract. *I objected to doing so, telling him that I had no authority for so doing.* He replied that he could not get along without, unless at a great sacrifice; that if the drafts were drawn, he had friends who knew the difficulties in the way of the probable honoring of the drafts, but who would nevertheless aid him if it was put into that shape, knowing that if I drew the drafts as desired by him, it would make no difference so far as the government was concerned, in the contract or transaction, and at the same time be of essential service to him as he stated. I consented, and drew accordingly. Subsequently, and after the delivery of the remainder of the beef, I drew according to his (Colonel Fremont's) request, the other drafts on the same department or officer.

In doing so, *I knew I was acting without any direct authority*, and could only justify the act by the pressing and urgent necessities of the case, and in the absence of direct instructions.

From the letter it appears:

That Mr. Barbour refused "many proposals to supply the amount of beef, &c.," because he had no direct authority to make such contract.

Yet he made a private contract with Colonel Fremont, without any farther authority from the Department.

That Mr. Barbour made the contract with Colonel Fremont because it was necessary "to secure the peace of the country."



Yet the contract with Colonel Fremont was not only made to feed the Indians, but to supply them with "brood mares and brood cows." That Mr. Barbour made this contract from the necessity of the case, and because he was unable to wait for the action of the Department. Yet the contract runs through the years 1851 and 1852.

That Mr. Barbour contracted with Colonel Fremont because he considered him the only "responsible" bidder. Yet at the request of Colonel Fremont he draws upon the Government for the full amount of his contract, although he knew he was "acting without any direct authority."

Col. Fremont, as in the cases of Col. Temple and Huttman, cornered the Government; the beef had been delivered upon the authority of an Indian agent, who declared he had "no authority." The beef had been eaten, and it had to be paid for. So the Government paid the account of Col. Fremont, with interest to the 1st. August, 1854, amounting to \$242,036.25

Out of this beef account, created without warrant or authority, the balance standing for years on the books of the Government, against Col. Fremont, was deducted.

Up to this date Col. Fremont had been technically a defaulter, and but for that fortuitous and audacious speculation, he might have continued in arrears to the present day.

In this transaction the leading features of Col. Fremont's character are obvious. A majority of the Indian commissioners are opposed to making contracts to supply the Indians. Congress has cut down the application made by the Indian Department for Indian supplies to \$25,000. Col. Fremont persuades one of the commissioners to make the contract; and although aware of the obstacles and the want of authority, he agrees, in the language of the commissioners, "to take the chances of being paid."

Having made the contract, he persuades the commissioners to do as he had himself done in similar cases—to draw upon the Government without authority. Although he had represented himself as perfectly responsible, he now says that these drafts are necessary to enable him to carry out his contract.

The whole transaction evinces a reckless and speculative nature, wholly unfit for the representatives of a constitutional government, and convey imputations of personal rapacity utterly incompatible with the character of an honest and honorable nation. We have stated these transactions impartially and from the records. We shall offer no comments upon them. We will not say that Col. Fremont borrowed money on the credit of the United States to buy land and cattle for himself, but we will say, that the inference is irresistible that he has done so.

It is difficult to anticipate whether the mines of Mariposa will prove the prolific source of wealth anticipated by the sanguine proprietors, but we must say, that if Col. Fremont will only work those mines to the same advantage that he appears to have *worked* UNCLE SAM, his associates in interest will have no reason to complain, but must realise very handsome dividends upon their speculation.

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